

Message

From: Slattery, Denis [DSLATTERY@NYDAILYNEWS.COM]
Sent: 3/30/2018 4:18:59 PM
To: Press [Press@epa.gov]
Subject: Administrator Pruitt condo

Good afternoon,

I'm reaching out regarding the reports about Administrator Pruitt's use of a condo owned by the wife of energy lobbyist J. Steven Hart.

Saw several statements released by spokesman Jahan Wilcox about the lease and agreement and would like to include them in our story.

Could you also confirm that EPA Senior Counsel for Ethics, Justina Fugh, which said she did not conclude that the condo was a prohibited gift.

Regards,
Denis

Denis Slattery
New York Daily News

O: Ex. 6 Personal Privacy (PP)
C:
@slatteryndn

Message

From: Wilcox, Jahan [wilcox.jahan@epa.gov]
Sent: 3/30/2018 10:02:19 PM
To: Zahra Hirji [zahra.hirji@buzzfeed.com]; Bowman, Liz [Bowman.Liz@epa.gov]; Press [Press@epa.gov]
Subject: RE: Media Request: Comment on Pruitt townhouse
Attachments: Evaluation of Lease Agreement2018-03-30-152600.pdf

Wanted to make sure you saw the attached memo and statement from EPA:

“As EPA career ethics officials stated in a memo, Administrator Pruitt’s housing arrangement for both himself and family was not a gift and the lease was consistent with federal ethics regulations.” – EPA spokesman, Jahan Wilcox

From: Zahra Hirji [mailto:zahra.hirji@buzzfeed.com]
Sent: Friday, March 30, 2018 4:21 PM
To: Bowman, Liz <Bowman.Liz@epa.gov>; Press <Press@epa.gov>; Wilcox, Jahan <wilcox.jahan@epa.gov>
Subject: Re: Media Request: Comment on Pruitt townhouse

I wanted to follow up on this request. I also to see if the EPA knows if and how much Pruitt's daughter paid for the apartment, and if the agency has reached back out to their ethics lawyer Fugh to consider this. I'm also reaching out to see a copy of Pruitt's lease and the 6 receipts, which have been shared with several other publications.

Also, Fugh told me she was not given information about Pruitt's daughter last night when she made her first determination. Did EPA have that information already at that time, and if so, why wasn't that shared with the lawyer?

Also, what information was relayed to Fugh about the nature of the relationship between Pruitt and the Hart family.

Thanks,
Zahra

On Thu, Mar 29, 2018 at 1:39 PM, Zahra Hirji <zahra.hirji@buzzfeed.com> wrote:

I wanted to follow up on this request.

Thanks,
Zahra

On Thu, Mar 29, 2018 at 11:50 AM, Zahra Hirji <zahra.hirji@buzzfeed.com> wrote:

Hi Liz,

I'm reaching out for BuzzFeed News about the ABC News story this morning that EPA Administrator Scott Pruitt lived in a townhouse own by the wife of an energy lobbyist. Can the EPA confirm this? How much was Pruitt paying for the apartment? Can the EPA comment on this news, and questions about where Pruitt living there could be classified as a gift or an ethical breach? Is Pruitt still living there, and if not how long was he at this DC townhouse?

I am on deadline.

Best,
Zahra

Zahra Hirji
Reporter
BuzzFeed News

Ex. 6 Personal Privacy (PP)

Zahra.Hirji@buzzfeed.com
@zhirji28

--
Zahra Hirji
Reporter
BuzzFeed News

Ex. 6 Personal Privacy (PP)

Zahra.Hirji@buzzfeed.com
@zhirji28

--
Zahra Hirji
Reporter
BuzzFeed News

Ex. 6 Personal Privacy (PP)

Zahra.Hirji@buzzfeed.com
@zhirji28

Message

From: Wilcox, Jahan [wilcox.jahan@epa.gov]
Sent: 4/2/2018 12:47:07 PM
To: Biesecker, Michael [MBiesecker@ap.org]; Pace, Julie [JPace@ap.org]; Feldman, Carole [CFeldman@ap.org]
CC: Bowman, Liz [Bowman.Liz@epa.gov]; Press [Press@epa.gov]
Subject: RE: Pruitt condo
Attachments: Evaluation of Lease Agreement2018-03-30-152600.pdf

See attachment along with the two statements below.

“As EPA career ethics officials stated in a memo, Administrator Pruitt’s housing arrangement for both himself and family was not a gift and the lease was consistent with federal ethics regulations.” – EPA spokesman, Jahan Wilcox

“I don’t conclude that this is a prohibited gift at all. It was a routine business transaction and permissible even if from a personal friend.” - EPA Career Senior Counsel for Ethics, Justina Fugh (03/29/18)

From: Biesecker, Michael [mailto:MBiesecker@ap.org]
Sent: Sunday, April 1, 2018 7:54 PM
To: Wilcox, Jahan <wilcox.jahan@epa.gov>; Pace, Julie <JPace@ap.org>; Feldman, Carole <CFeldman@ap.org>
Cc: Bowman, Liz <Bowman.Liz@epa.gov>; Press <Press@epa.gov>
Subject: Re: Pruitt condo

Jahan,

Please provide on-the-record responses to the following

- 1) On what basis is EPA determining that \$1,500 a month is a market rate for a two bedroom in that neighborhood?
- 2) Since Administrator Pruitt was only paying for nights he occupied the unit, did his actual payments total \$1,500 for any of the months included in the six month rental period?
- 3) Did Administrator Pruitt or his daughter make additional payments to cover her use of the second bedroom?
- 4) Did EPA pay for the the use of the downstairs unit in the building by the administrator’s security detail, or was that also covered by Pruitt’s \$50 a night?
- 5) Did EPA pay for security enhancements to the property (Electronic locks on doors, surveillance camera on the front of the building, etc.)?
- 6) What was the cost of the door and installation after the March 2017 incident where Pruitt’s security detail busted into the unit?
- 7) It does not appear the units at 223 C St have been publicly advertised for rent since the property last sold 5 years ago. How did Administrator Pruitt come to rent the property from the Harts? Did they offer it to him, or did he ask them?

Thanks,

Michael

Thanks,

Michael

Get Outlook for iOS

From: Wilcox, Jahan <wilcox.jahan@epa.gov>
Sent: Friday, March 30, 2018 6:13:44 PM
To: Biesecker, Michael; Pace, Julie; Feldman, Carole
Cc: Bowman, Liz; Press
Subject: RE: Pruitt condo

Wanted to make sure you saw the attached memo and statement from EPA:

“As EPA career ethics officials stated in a memo, Administrator Pruitt’s housing arrangement for both himself and family was not a gift and the lease was consistent with federal ethics regulations.” – EPA spokesman, Jahan Wilcox

From: Biesecker, Michael [<mailto:MBiesecker@ap.org>]
Sent: Friday, March 30, 2018 1:02 PM
To: Bowman, Liz <Bowman.Liz@epa.gov>; Wilcox, Jahan <wilcox.jahan@epa.gov>
Subject: RE: Pruitt condo

Seeking comment once again, including on whether the administrator’s daughter was staying in the second room.

From: Biesecker, Michael
Sent: Thursday, March 29, 2018 3:57 PM
To: 'Bowman, Liz' <Bowman.Liz@epa.gov>; 'Wilcox, Jahan' <wilcox.jahan@epa.gov>
Subject: RE: Pruitt condo

Checking back on this.

From: Biesecker, Michael
Sent: Thursday, March 29, 2018 1:55 PM
To: Bowman, Liz <Bowman.Liz@epa.gov>; Wilcox, Jahan <wilcox.jahan@epa.gov>
Subject: Pruitt condo

Liz, Jahan,

AP will be reporting on administrator Pruitt’s occupancy of the condo at 223 C St. NE in Capitol Hill and who owns that property. Can you provide any comment on Pruitt’s relationship with the Harts and how he came to live at their property? Also, does he pay a market-rate rent?

This issue is going to receive a high level of scrutiny. I would urge you to provide on the-record comment.

Happy to talk by phone if that is your preference,

Michael



Michael Biesecker
Investigative Reporter
mbiesecker@ap.org
Twitter: @mbieseck
[Public Key](#)

ASSOCIATED PRESS

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M Ex. 6 Personal Privacy (PP)

Have a tip for the Associated Press? We have a secure way to send it to us, anonymously. Follow this link for instructions: www.ap.org/tips

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"There are only two forces that can carry light to all corners of the globe – the sun in the heavens and The Associated Press down here." – Mark Twain, 1906

"I go with Custer and will be at the death." – AP reporter Mark Kellogg's final dispatch from the Battle of the Little Bighorn, 1876

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Message

From: Hassell, Emily [hassell.emily@epa.gov]
Sent: 3/30/2018 7:35:23 PM
To: Press [Press@epa.gov]
Subject: FW: Media inquiry

Hi all –

Reporter left a voicemail on the OMR line requesting the same information. Just a heads up.

From: Josh Israel [mailto:jjisrael@americanprogress.org]
Sent: Friday, March 30, 2018 1:50 PM
To: Press <Press@epa.gov>
Subject: Media inquiry

My name is Josh Israel and I'm a reporter with ThinkProgress.

I see in the Bloomberg and ABC News reports today on Administrator Pruitt's rental agreement that he had rented from an LLC co-owned by Vicki Hart and that the EPA had provided the outlets with the agreement and payment information.

Can you tell me what the name of that LLC is?

Thanks,
Josh Israel

Josh Israel
Senior Investigative Reporter, ThinkProgress.org
Ex. 6 Personal Privacy (PP)
jjisrael@americanprogress.org

Message

From: Jennifer A. Dlouhy (BLOOMBERG/ NEWSROOM:) [jdlouhy1@bloomberg.net]
Sent: 4/5/2018 9:10:30 PM
To: Press [Press@epa.gov]; Wilcox, Jahan [wilcox.jahan@epa.gov]
Subject: RE: reaction - J Steven Hart's name crossed off on lease

Thank you.

Jennifer A. Dlouhy
jdlouhy1@bloomberg.net / jendlouhyenergy@gmail.com
reporterjen@protonmail.com

Ex. 6 Personal Privacy (PP)

Twitter: [@jendlouhyhc](https://twitter.com/jendlouhyhc)
Stories: <http://bloom.bg/23Crpvk>

From: wilcox.jahan@epa.gov At: 04/05/18 17:09:55
To: Jennifer A. Dlouhy (BLOOMBERG/ NEWSROOM:), Press@epa.gov
Subject: RE: reaction - J Steven Hart's name crossed off on lease

As we have always said, Vicki Hart is the sole owner of this unit.

Background – It's a lease they provided to Pruitt to sign.

From: Jennifer A. Dlouhy (BLOOMBERG/ NEWSROOM:) [mailto:jdlouhy1@bloomberg.net]
Sent: Thursday, April 5, 2018 5:07 PM
To: Press <Press@epa.gov>
Subject: reaction - J Steven Hart's name crossed off on lease

Additionally, do you have any context, comment or information you can share with regard to why the name on the lease attached as an exhibit to the April 4 ethics memo was originally J. Steven Hart, and it was crossed off with Vicki Hart's name written in?

Thank you,

Jen.

Jennifer A. Dlouhy
jdlohy1@bloomberg.net / jendlouhyenergy@gmail.com
reporterjen@protonmail.com

Ex. 6 Personal Privacy (PP)

Twitter: [@jendlouhyinc](https://twitter.com/jendlouhyinc)

Stories: <http://bloom.bg/23Crvk>

Message

From: Wilcox, Jahan [wilcox.jahan@epa.gov]
Sent: 4/2/2018 9:18:49 PM
To: Shah, Raj S. EOP/WHC [Ex. 6 Personal Privacy (PP)]; Gidley, Hogan H. EOP/WHO [Ex. 6 Personal Privacy (PP)]; Rateike, Bradley A. EOP/WHO [Ex. 6 Personal Privacy (PP)]
CC: Bowman, Liz [Bowman.Liz@epa.gov]; Ferguson, Lincoln [ferguson.lincoln@epa.gov]
Subject: FW: a time-sensitive request, on both travel and housing matters
Attachments: Evaluation of Lease Agreement2018-03-30-152600.pdf

FYI ...

From: Wilcox, Jahan
Sent: Monday, April 2, 2018 4:33 PM
To: 'Eilperin, Juliet' <Juliet.Eilperin@washpost.com>; Dennis, Brady <Brady.Dennis@washpost.com>
Cc: Bowman, Liz <Bowman.Liz@epa.gov>; Daniell, Kelsi <daniell.kelsi@epa.gov>
Subject: RE: a time-sensitive request, on both travel and housing matters

Answers in bold.

From: Eilperin, Juliet [mailto:Juliet.Eilperin@washpost.com]
Sent: Monday, April 2, 2018 11:29 AM
To: Wilcox, Jahan <wilcox.jahan@epa.gov>; Bowman, Liz <Bowman.Liz@epa.gov>; Dennis, Brady <Brady.Dennis@washpost.com>
Subject: a time-sensitive request, on both travel and housing matters

Dear Liz and Jahan,

Brady and I have continued to report on a few travel and housing-related issues concerning the Administrator, and we wanted to run a few questions by you. We aim to put a story online today—ideally in the early afternoon—and then run it in print tomorrow, so we wanted to get them over to you ASAP. Here they are, listed in order of importance:

We understand that Pruitt's aides briefly considered last year retaining a private jet on a month-to-month basis for the Administrator, at a cost of roughly \$100,000 per month. There were initial discussions between NetJets and EPA staff to this effect, and we understand that Millan Hupp was involved with these discussions. But due to the cost, and ongoing discussion over the cost of Cabinet members' travel, this idea was dropped. We would like to see if you would like to comment on this, and offer any details, such as whether the Administrator initially raised the idea of leasing a private jet.

"This is not news. EPA's CFO regularly receives solicitations for this type of travel, we did our due diligence, found it was not as cost efficient and continued to fly commercial." – EPA spokesman, Jahan Wilcox

We also understand that Millan Hupp helped scout out housing for Mr. Pruitt after he had to leave his first place on Capitol Hill. We would like to clarify whether any of the apartment/house hunting took place during Ms. Hupp's work hours (since we believe that some of it did) or whether it was all during her personal time. As we understand it, Ms. Hupp was working with Capital Park Realty, and that some of it involved looking for a possible house to buy, as well as just apartment rentals.

"This is not news. The notion that government resources were used to assist in finding housing is categorically false. Administrator Pruitt and his wife looked at numerous housing options." – EPA spokesman, Jahan Wilcox

In terms of the evaluation that EPA's ethics officer gave late last week about Mr. Pruitt's rental, can you provide a little more context on what went into her evaluation? In other words, did she examine apartment rental comps in that area, and was she factoring in the fact that his daughter stayed there as well?

We are both in the office today. My only commitment out of the office is a 12:15 pm lunch, so between 12:15 and 1:30 pm you might want to call Brady at his desk, or call my cell.

Rental Comps Question: "Yes." – EPA spokesman, Jahan Wilcox

Factoring Immediate Family: "Yes." – EPA spokesman, Jahan Wilcox
(Additionally please see the attachment.)

Best,
Juliet

Juliet Eilperin
Senior National Affairs Correspondent
Washington Post
Juliet.eilperin@washpost.com

Ex. 6 Personal Privacy (PP)

@eilperin

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Message

From: Wilcox, Jahan [wilcox.jahan@epa.gov]
Sent: 4/2/2018 8:33:22 PM
To: Eilperin, Juliet [Juliet.Eilperin@washpost.com]; Dennis, Brady [Brady.Dennis@washpost.com]
CC: Bowman, Liz [Bowman.Liz@epa.gov]; Daniell, Kelsi [daniell.kelsi@epa.gov]
Subject: RE: a time-sensitive request, on both travel and housing matters
Attachments: Evaluation of Lease Agreement2018-03-30-152600.pdf

Answers in bold.

From: Eilperin, Juliet [mailto:Juliet.Eilperin@washpost.com]
Sent: Monday, April 2, 2018 11:29 AM
To: Wilcox, Jahan <wilcox.jahan@epa.gov>; Bowman, Liz <Bowman.Liz@epa.gov>; Dennis, Brady <Brady.Dennis@washpost.com>
Subject: a time-sensitive request, on both travel and housing matters

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Rental Comps Question: “Yes.” – EPA spokesman, Jahan Wilcox

Factoring Immediate Family: “Yes.” – EPA spokesman, Jahan Wilcox
(Additionally please see the attachment.)

Best,
Juliet

Juliet Eilperin
Senior National Affairs Correspondent
Washington Post
Juliet.eilperin@washpost.com

Ex. 6 Personal Privacy (PP)

@eilperin

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Message

From: Jackson, Ryan [jackson.ryan@epa.gov]
Sent: 3/30/2018 10:52:24 PM
To: Lyons, Troy [lyons.troy@epa.gov]; Bowman, Liz [Bowman.Liz@epa.gov]
Subject: Fwd: Review of Lease Agreement
Attachments: Evaluation of Lease Agreement2018-03-30-152600.pdf; ATT00001.htm

Ryan Jackson
Chief of Staff
U.S. EPA

Ex. 6 Personal Privacy (PP)

Begin forwarded message:

From: "Leopold, Matt" <Leopold.Matt@epa.gov>
Date: March 30, 2018 at 5:41:05 PM EDT
To: "Wilcox, Jahan" <wilcox.jahan@epa.gov>
Cc: "Jackson, Ryan" <jackson.ryan@epa.gov>
Subject: Fwd: Review of Lease Agreement

Sent from my iPhone

Begin forwarded message:

From: "Minoli, Kevin" <Minoli.Kevin@epa.gov>
Date: March 30, 2018 at 5:37:23 PM EDT
To: "Leopold, Matt" <Leopold.Matt@epa.gov>
Subject: Review of Lease Agreement

Please see the attached. Kevin

Kevin S. Minoli
Principal Deputy General Counsel
Office of General Counsel
US Environmental Protection Agency
Main Office Line: 202-564-8064



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Washington, D.C. 20460

MAR 30 2018

OFFICE OF
GENERAL COUNSEL

MEMORANDUM

SUBJECT: Review of Lease Agreement Under the Federal Ethics Regulations Regarding Gifts

FROM: Kevin S. Minoli *KS*
Designated Agency Ethics Official &
Principal Deputy General Counsel

TO: Matthew Z. Leopold
General Counsel

As requested, the Ethics Office reviewed the lease agreement entered into by E. Scott Pruitt (TENANT) and Vicki Hart (LANDLORD) under the federal ethics regulations regarding gifts. The regulations issued by the Office of Government Ethics are clear that if a federal employee pays market value for something, it is by definition not a gift under those regulations. 5 C.F.R. 2635.203(b)(10)(excluding from the definition of gift "[a]nything for which market value is paid by the employee"). Market value for rental apartments is commonly thought of in terms of rental cost per month. Under the terms of the lease, if the space was utilized for one 30-day month, then the rental cost would be \$1500, which is a reasonable market value. The lease authorized use by the Administrator and his immediate family, specifically including his spouse and children, and consistent with that provision of the lease his immediate family did stay there when they were in Washington, DC. The lease did not require payment when the property was not utilized. Neither of these two provisions render the rental cost under the lease as something other than market value. Therefore, entering into the lease was consistent with federal ethics regulations regarding gifts, and use of the property in accordance with the lease agreement did not constitute a gift as defined in those regulations.

Message

From: Wilcox, Jahan [wilcox.jahan@epa.gov]
Sent: 3/30/2018 10:30:50 PM
To: Shah, Raj S. EOP/WHO [Ex. 6 Personal Privacy (PP)]; Gidley, Hogan H. EOP/WHO [Ex. 6 Personal Privacy (PP)]; Rateike, Bradley A. EOP/WHO [Ex. 6 Personal Privacy (PP)]
CC: Bowman, Liz [Bowman.Liz@epa.gov]; Ferguson, Lincoln [ferguson.lincoln@epa.gov]
Subject: This is what we sent around ...
Attachments: Evaluation of Lease Agreement2018-03-30-152600.pdf

From: Wilcox, Jahan
Sent: Friday, March 30, 2018 6:01 PM
To: Alemany, Jacqueline <AlemanyJ@cbsnews.com>; 'Garrett, Major' <GarrettM@cbsnews.com>; 'Goldman, Julianna' <GoldmanJ@cbsnews.com>; 'Farhi, Arden' <FarhiA@cbsnews.com>; ConantC@cbsnews.com
Subject: Here you go

CBS Folks –

Wanted to make sure you saw the attached memo and statement from EPA:

“As EPA career ethics officials stated in a memo, Administrator Pruitt’s housing arrangement for both himself and family was not a gift and the lease was consistent with federal ethics regulations.” – EPA spokesman, Jahan Wilcox

###

Jahan Wilcox
EPA
Strategic Communications Advisor
Work Cell: [Ex. 6 Personal Privacy (PP)]
Work Email: wilcox.jahan@epa.gov

Message

From: Wilcox, Jahan [wilcox.jahan@epa.gov]
Sent: 3/30/2018 10:19:04 PM
To: Mosk, Matthew [Matthew.Mosk@abc.com]; Bowman, Liz [Bowman.Liz@epa.gov]
CC: Ebbs, Stephanie [Stephanie.Ebbs@abc.com]; Santucci, John T. [John.T.Santucci@abc.com]
Subject: RE: Questions
Attachments: Evaluation of Lease Agreement2018-03-30-152600.pdf

Wanted to make sure you saw the attached memo and statement from EPA:

“As EPA career ethics officials stated in a memo, Administrator Pruitt’s housing arrangement for both himself and family was not a gift and the lease was consistent with federal ethics regulations.” – EPA spokesman, Jahan Wilcox

From: Mosk, Matthew [mailto:Matthew.Mosk@abc.com]
Sent: Friday, March 30, 2018 10:04 AM
To: Wilcox, Jahan <wilcox.jahan@epa.gov>; Bowman, Liz <Bowman.Liz@epa.gov>
Cc: Ebbs, Stephanie <Stephanie.Ebbs@abc.com>; Santucci, John T. <John.T.Santucci@abc.com>
Subject: Questions

Jahan –

I wonder if you could provide clarity on the rental arrangement with Mr. Pruitt?

We understand that EPA has told reporters that Mr. Pruitt rented a single room at the condo. But now we are hearing that Mr. Pruitt’s daughter lived in the unit while working as a White House intern. And that she cooked him breakfast every morning.

Who paid for the use of a second bedroom and use of common areas? Or was that part of the \$50/night room rate?

I would really appreciate if you or Liz could please give me a call to clear this up.

Many thanks,

Matt

Matthew Mosk
Senior Producer, ABC News Investigations
Washington Bureau
matthew.mosk@abc.com

Ex. 6 Personal Privacy (PP)

Message

From: Jackson, Ryan [jackson.ryan@epa.gov]
Sent: 4/5/2018 12:26:09 AM
To: Bowman, Liz [Bowman.Liz@epa.gov]; Wilcox, Jahan [wilcox.jahan@epa.gov]
CC: Kelly, Albert [kelly.albert@epa.gov]
Subject: FW: Memorandum
Attachments: Record Re Review of Lease2018-04-04-163433.pdf

Keep under your hats until tomorrow morning.

From: Leopold, Matt
Sent: Wednesday, April 4, 2018 8:21 PM
To: Jackson, Ryan <jackson.ryan@epa.gov>
Subject: FW: Memorandum

FYI

From: Minoli, Kevin
Sent: Wednesday, April 4, 2018 7:31 PM
To: Leopold, Matt <Leopold.Matt@epa.gov>
Subject: Memorandum

Kevin S. Minoli

Principal Deputy General Counsel
Office of General Counsel
US Environmental Protection Agency
Main Office Line: 202-564-8864

From: DC-WJCN-4020-M@epa.gov [mailto:DC-WJCN-4020-M@epa.gov]
Sent: Wednesday, April 04, 2018 4:35 PM
To: Minoli, Kevin <Minoli.Kevin@epa.gov>
Subject:



UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY


Washington, DC

OFFICE OF
GENERAL COUNSEL

APR - 4 2018

MEMORANDUM

SUBJECT: Record for "Review of Lease Agreement Under the Federal Ethics Regulations Regarding Gifts"

FROM: Kevin S. Minoli 
Designated Agency Ethics Official &
Principal Deputy General Counsel

TO: Matthew Z. Leopold
General Counsel

On March 30, 2018, I signed a memorandum entitled "Review of Lease Agreement Under the Federal Ethics Regulations Regarding Gifts" (Review). Questions have been raised as to the scope of the Review and the factual basis for it. Today's memorandum explains the factual basis for the conclusion reached in the March 30 Memorandum and explains the scope of that review.

Factual Basis for the Conclusion

Regulations promulgated by the Office of Government Ethics exclude from the definition of gift "Anything for which market value is paid by the employee." The regulations then explain how an ethics official is to establish market value:

(c) *Market value* means the cost that a member of the general public would reasonably expect to incur to purchase the gift. An employee who cannot ascertain the market value of a gift may estimate its market value by reference to the retail cost of similar items of like quality. The market value of a gift of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit is deemed to be the face value of the ticket.

A first step in ascertaining the market value of a gift is to identify and understand the item of value. Here, the item of value is the ability to use the space at 233 C Street as

defined by the terms of the lease. In developing the Review, the ethics office examined the entire lease, which is attached hereto as Exhibit 1, and highlight the following terms that were particularly relevant to the value of the lease:

- **Term:** 39 Days from February 20, 2017, to April 1, 2017
- **Rent:** \$50 per day
 - Rent is “payable on the 1st day of each month of the term, in installments of \$500 on March 1, 2017 and any remaining balance on April 1, 2017 based on days of actual occupancy.” (emphasis removed)
- **Use of Premises:** To be used by Tenant and Tenant’s immediate family
 - “Tenant may store possessions on the premises when he is not occupying the bedroom assigned to him. There will be no charge for storage of limited personal items including clothing.”
- **Tenant’s Hold Over:** Provided for the possibility of new week-to-week tenancies
- **Quiet Enjoyment:** Limited to one bedroom
 - “Enjoyment is limited to one bedroom that cannot be locked. All other space is controlled by landlord. (*sic*) Landlord will attempt to notify Tenant if common space is to be utilized during early or late hours. No notice is required for usage during weekday business hours, 8am-6pm. Tenant shall provide Landlord’s representative (Vicki Hart) with a cell number for this and all required communications.” (emphasis removed)

When there is not a pre-established market, the regulation provides that that the ethics official may “estimate...market value by reference to the retail cost of similar items of like quality.” In order to estimate the market value of the use authorized by the terms of the lease, the ethics office reviewed the following information regarding similar items of like quality:

Daily Rentals for One Private Bedroom

- Because the rent was assessed per day based on days of actual occupancy, we reviewed the availability of a private bedroom available for rent by the day.
- Because the rentals are “similar” and of “like quality,” a cut-off of \$55 per day was used and rooms not suitable for an adult were removed from the list.
 - Within a six-block radius of 233 C St, NE, there were seven (7) private bedrooms that could be rented for \$55 or less/day (Exhibit 2)
 - Across a broader section of Capitol Hill, there were thirty-eight (38) private bedrooms that could be rented for \$55 or less/day (Exhibit 3)

Monthly Rental Units

- While the lease created something less than a month-to-month tenancy and did not provide exclusive use to the entire property, we reviewed available monthly rental units as potentially similar units to ensure thoroughness of the evaluation.
 - Capitol Hill is the 19th most expensive neighborhood for renting in Washington, DC with an average cost of a rental apartment of \$2,361/month
 - Source: <https://www.rentcafe.com/average-rent-market-trends/us/dc/washington/>

- Rental units currently available within three blocks (less than 1/3 mile) of the location of the lease (Exhibit4) include:
 - Eight (8) 1BR units with an average price of \$2,173/month
 - Three (3) 2BR units with an average price of \$3,695
 - Source: Zillow.com

The information demonstrates that there are several private rooms available to be rented on a per day basis for \$55 or less that are in close proximity to the exact location the leased space. Within the Capitol Hill neighborhood, there are multiple private rooms available at a per day rate equal to or less than the one included in the lease. When checked against the price of traditional month-to-month rentals that would most likely offer increased privacy and exclusivity of use, a converted amount of \$1,500 for Tenant's portion of the rent under the lease is within the range of amounts charged for locations no further than three blocks away. Based on the foregoing, the ethics office estimated \$50/day to be a reasonable market value of the use authorized by the terms of the lease. As such, the use of the property according to the terms of the lease would not constitute a gift under the Federal ethics regulations.

Scope of Review Under Ethics Regulations Regarding Gifts

The Review addressed the terms of the lease as they were written in the lease agreement only. Some have raised questions whether the actual use of the space was consistent with the terms of the lease. Evaluating those questions would have required factual information that was not before us and the Review does not address those questions.

The memorandum concluded, after considering the factual record, that the use of the property authorized by the terms of the lease would not constitute a gift. Individuals have noted that the Review used the words "did not" constitute a gift instead of "would not" constitute a gift, and understood that language to imply that the Review had evaluated the actual use that occurred; to be clear, despite use of the words "did not," the Review only addressed the terms of the lease as written.

Ethics Regulations Other than Those Regarding Gifts

The Review addressed those parts of the Federal ethics regulations that regard gifts, but was not intended to and did not address other portions of the Federal ethics regulations such as the impartiality rule. It is important to note that the Federal ethics regulations regarding impartiality apply regardless of whether something involves receiving a prohibited gift. A federal employee must comply with the Standards of Ethical Conduct, including those relating to impartiality, at all times.

Exhibit 1

District of Columbia Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 15th day of February 2017 by and between **223 C Street LLC** (hereinafter referred to as "Landlord") and **Scott Pruitt** (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in the City of Washington, District of Columbia, such real property having a street address of 223 C Street, NE (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM**. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of **39 days**, such term beginning on **February 20, 2017** and ending at 11:59 PM on **April 1, 2017**.
2. **RENT**. The total rent for the term hereof is the sum of **fifty dollars (\$50.00)** per day payable on the **1st** day of each month of the term, in installments of **\$500.00 on March 1, 2017 and any remaining balance on April 1, 2017 based on days of actual occupancy**. All such payments shall be made to Landlord at premises address as set in this Agreement on or before the due date and without demand.
3. **USE OF PREMISES**. The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of tenant, spouse and children exclusively, as a **private single family dwelling**, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Tenant may store possessions on the premises when he is not occupying the bedroom assigned to him. There will be no charge for storage of limited personal items including clothing.
4. **CONDITION OF PREMISES**. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenable condition, Landlord has the option of providing cleaning services but must obtain Tenant permission for cleaning staff to enter the Tenant's bedroom.
5. **ASSIGNMENT AND SUB-LETTING**. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

11. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
12. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
13. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
14. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from week-to-week shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at fifty dollars (\$50.00) per day and except that such tenancy shall be terminable upon three (3) days written notice served by either party.
15. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
16. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof. Enjoyment is limited to one bedroom that cannot be locked. All other space is controlled by landlord. Landlord will attempt to notify Tenant if common space is to be utilized during early or late hours. No notice is required for usage during weekday business hours, 8am-6pm. Tenant shall provide Landlord's representative (Vicki Hart) with a cell number for this and all required communications.
17. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

6. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement. Tenant shall not hang pictures or otherwise attach any object to the walls
7. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
8. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
9. **UTILITIES.** Landlord shall be responsible for arranging for and paying for all utility services required on the Premises. No phone service is provided. Tenant agrees to use his private cell number for all telephone communications
10. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors;
 - (d) Not leave windows or doors in an open position during any inclement weather;
 - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - (g) Keep all air conditioning filters clean and free from dirt;
 - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
 - (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
 - (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 - (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

18. **DEFAULT.** If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
19. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
20. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
21. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
22. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the District of Columbia.
23. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
24. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
25. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
26. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
27. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

28. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

29. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Vick
Vicki Hart
223 C Street LLC
223 C Street, NE
Washington, DC 20002

If to Tenant to:
Scott Pruitt

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

30. ADDITIONAL PROVISIONS; DISCLOSURES.

As to Landlord this 17 day of _____, 20____

LANDLORD:

Sign: *Vicki Hart* Print: Vicki Hart

As to Tenant, this _____ day of _____, 20____

TENANT ("Tenant"):

Sign: *[Signature]* Print: _____

TENANT:

Exhibit 2



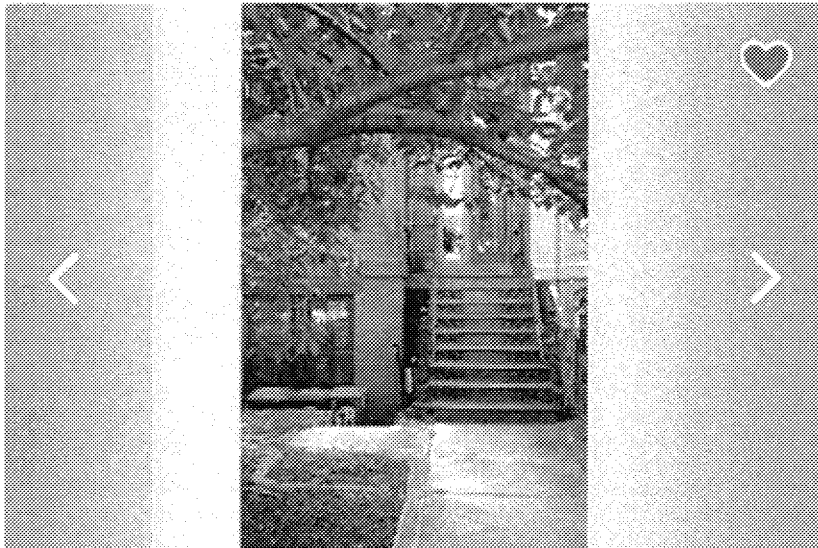
Search was initially conducted on March 30, 2018, repeated on March 31 and April 1. This version was printed on April 2.
This map documents rooms closest to 233 C St. Source: www.airbnb.com

Trips

Capitol Hill Rooms for \$55 Or Less

No dates · 1 guest

7 homes



PRIVATE ROOM · 1 BED

Stanton Park Place 3F

\$39 per night

★★★★★13 · Superhost

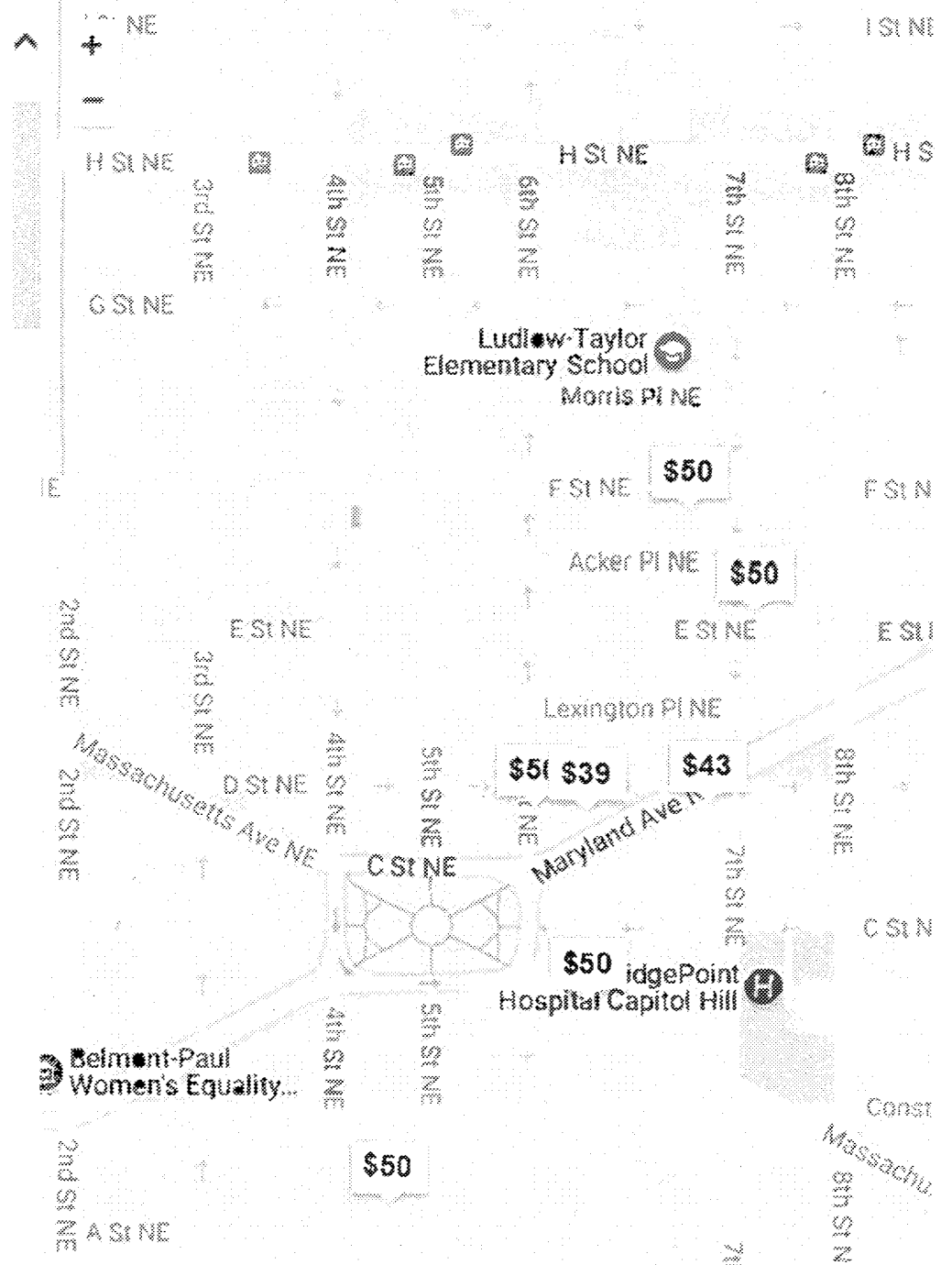


Exhibit 3

Search was initially conducted on March 30, 2018, repeated on March 31 and April 1. This version was printed on April 2.

This map documents rooms across Capitol Hill broadly. For the area closest to 233 C St, please see the map entitled "Capitol Hill Rooms for \$55 or Less"

All lists

Broader Capitol Hill Rooms for \$55 or Less

No dates · 1 guest

38 homes



Exhibit 4

1

Available 1BR and 2BR Rental Units

1 Bedroom Apartments

- ① 1BR \$1600
- ② 1BR \$1875
- ③ 1BR \$2200
- ④ 1BR \$1975
- ⑤ 1BR \$2100
- ⑥ 1BR \$3240
- ⑦ 1BR \$2400
- ⑧ 1BR \$1995

2 Bedroom Units

- ① 2BR \$2595
- ② 2BR \$3750
- ③ 2BR \$4740

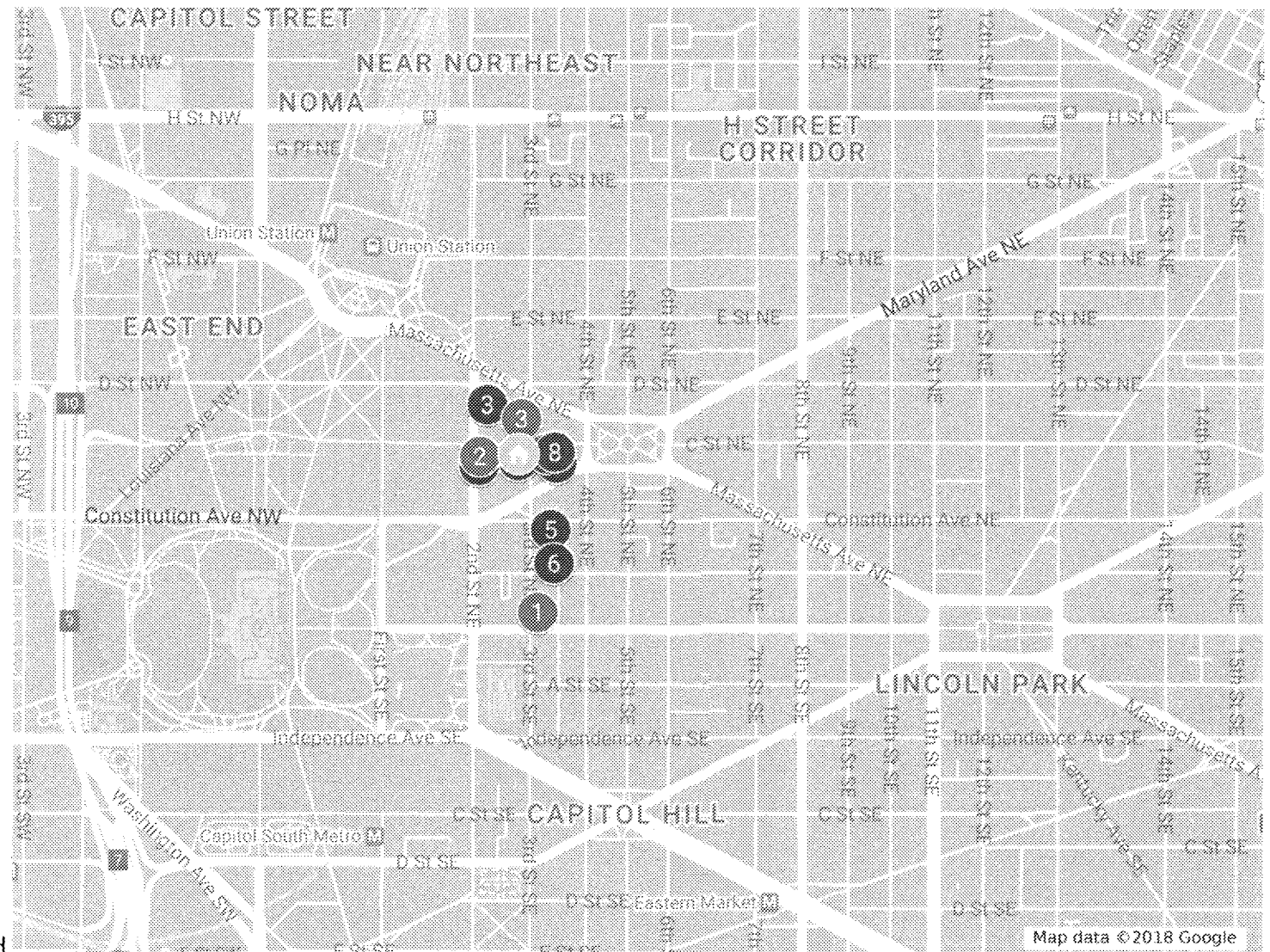
Leased Property

- 233 C St NE: Site of Leased Space

Apartments listed on Zillow
March 30, 31, or April 1.

Scope of consideration limited
to eight blocks bordered by D Street, 4th Street, East Capitol Street, and 2nd Street.

Source: Listed on Zillow



Map data © 2018 Google

Message

From: Grantham, Nancy [Grantham.Nancy@epa.gov]
Sent: 4/3/2018 8:44:15 AM
To: Richardson, RobinH [Richardson.RobinH@epa.gov]; Flynn, Mike [Flynn.Mike@epa.gov]; Wooden-Aguilar, Helena [Wooden-Aguilar.Helena@epa.gov]; Vizian, Donna [Vizian.Donna@epa.gov]
Subject: Fwd: Press Statements Regarding the Friday Memo

Sent from my iPhone

Begin forwarded message:

From: "Minoli, Kevin" <Minoli.Kevin@epa.gov>
Date: April 2, 2018 at 10:49:21 PM EDT
To: "Bowman, Liz" <Bowman.Liz@epa.gov>, "Wilcox, Jahan" <wilcox.jahan@epa.gov>, "Grantham, Nancy" <Grantham.Nancy@epa.gov>
Cc: "Leopold, Matt" <Leopold.Matt@epa.gov>, "Fugh, Justina" <Fugh.Justina@epa.gov>
Subject: Press Statements Regarding the Friday Memo

Ex. 5 AC/DP

Thanks, Kevin



Pruitt Had a \$50-a-Day Condo Linked to Lobbyists. Their Client's Project Got Approved.
The New York Times

The E.P.A. chief was using an apartment partly owned by the wife of the chairman of the lobbying firm as its client sought the agency's sign off on a pipeline project. [Read the full story](#)

Shared from [Apple News](#)

Kevin S. Minoli
Principal Deputy General Counsel
Office of General Counsel
US Environmental Protection Agency
Main Office Line: 202-564-8040

Message

From: J. Steven Hart [jshart@wms-jen.com]
Sent: 3/21/2018 12:22:59 PM
To: Jackson, Ryan [jackson.ryan@epa.gov]
Subject:  2L Spring Resume.pdf
Attachments:  2L Spring Resume.pdf; ATT00001.txt

Do you have time to interview this young man for a summer internship or possibly part time work? Note he has Oklahoma ties.

I met him when he was working for Fox- he stood out as a young black conservative

Disclaimer

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Message

From: J. Steven Hart [jshart@wms-jen.com]
Sent: 3/9/2018 4:44:46 PM
To: Jackson, Ryan [jackson.ryan@epa.gov]
Subject: RE: A last act by Obama team

Ask for a status report from the division (ECRCO) including what process was employed. I will write up some specific questions. Unfortunately, I am busy saving the second amendment from boycotts today

From: Jackson, Ryan [mailto:jackson.ryan@epa.gov]
Sent: Friday, March 09, 2018 11:32 AM
To: J. Steven Hart
Subject: Re: A last act by Obama team

What can I do to help on this because me tracking down what happened on this or any other given issue in this place is a goose chase.

Ryan Jackson
Chief of Staff
U.S. EPA

Ex. 6 - Personal Privacy

On Mar 9, 2018, at 11:27 AM, J. Steven Hart <jshart@wms-jen.com> wrote:

There was a "Letter of Concern" sent by the EPA External Civil Rights Compliance Office (ECRCO), dated January 12, 2017, expressing the EPA's "deep concern" about possible issues in a case that the North Carolina Department of Environmental Quality (NC DEQ) is defending against an Earthjustice/Water Keepers (et al) case alleging discriminatory impacts of aspects of permits renewed by the NC DEQ related to swine waste. (Obama guys used this disparate impact theory to justify regulatory actions all over the government)

Can you figure out what happened here, in the final days before the current Administration came to office? It certainly seems to me that the timing is questionable and that the process the EPA went through was skewed and did not offer all sides an opportunity to comment and be heard.

This process seems rushed and procedurally deficient in my view, given the outgoing Administration only had days before they left. I wanted to raise it with you and see if you can determine what happened at the EPA and where it is going. Also timing was pretty smart since the Governor of NC was switching from R to D.

As you know, Earthjustice /water keepers is closely tied to Corey Booker who will use their support to build his case for being nominated to oppose Trump in 2020 . NC is a key state in the D nomination process. This somewhat bizarre environmental challenge will eliminate thousands of jobs held by black and Hispanic workers in NC. So let me conclude by saying Booker's focus on this actually confuses me

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Message

From: J. Steven Hart [jshart@wms-jen.com]
Sent: 3/9/2018 4:26:54 PM
To: Jackson, Ryan [jackson.ryan@epa.gov]
Subject: A last act by Obama team

There was a "Letter of Concern" sent by the EPA External Civil Rights Compliance Office (ECRCO), dated January 12, 2017, expressing the EPA's "deep concern" about possible issues in a case that the North Carolina Department of Environmental Quality (NC DEQ) is defending against an Earthjustice/Water Keepers (et al) case alleging discriminatory impacts of aspects of permits renewed by the NC DEQ related to swine waste. (Obama guys used this disparate impact theory to justify regulatory actions all over the government)

Can you figure out what happened here, in the final days before the current Administration came to office? It certainly seems to me that the timing is questionable and that the process the EPA went through was skewed and did not offer all sides an opportunity to comment and be heard.

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Message

From: Grantham, Nancy [Grantham.Nancy@epa.gov]
Sent: 4/3/2018 11:17:15 AM
To: Jackson, Ryan [jackson.ryan@epa.gov]
Subject: RE: Press Statements Regarding the Friday Memo

Thanks .. wanted to make sure as I did not see you on the chain

Ex. 5 Deliberative Process (DP)

Thanks ng

Nancy Grantham
Office of Public Affairs
US Environmental Protection Agency
202-564-6879 (desk)
Ex. 6 Personal Privacy (PP) **(mobile)**

From: Jackson, Ryan
Sent: Tuesday, April 03, 2018 6:54 AM
To: Grantham, Nancy <Grantham.Nancy@epa.gov>
Subject: Re: Press Statements Regarding the Friday Memo

Thank you.

Ex. 5 Deliberative Process (DP)

Ex. 5 Deliberative Process (DP)

Ryan Jackson
Chief of Staff
U.S. EPA

Ex. 6 Personal Privacy (PP)

On Apr 3, 2018, at 6:50 AM, Grantham, Nancy <Grantham.Nancy@epa.gov> wrote:

Sent from my iPhone

Begin forwarded message:

From: "Minoli, Kevin" <Minoli.Kevin@epa.gov>
Date: April 2, 2018 at 10:49:21 PM EDT
To: "Bowman, Liz" <Bowman.Liz@epa.gov>, "Wilcox, Jahan" <wilcox.jahan@epa.gov>, "Grantham, Nancy" <Grantham.Nancy@epa.gov>
Cc: "Leopold, Matt" <Leopold.Matt@epa.gov>, "Fugh, Justina" <Fugh.Justina@epa.gov>
Subject: Press Statements Regarding the Friday Memo

Ex. 5 AC/DP

Pruitt Had a \$50-a-Day Condo Linked to Lobbyists. Their Client's Project Got Approved.

The New York Times

The E.P.A. chief was using an apartment partly owned by the wife of the chairman of the lobbying firm as its client sought the agency's sign off on a pipeline project. [Read the full story](#)

Shared from [Apple News](#)

Kevin S. Minoli
Principal Deputy General Counsel
Office of General Counsel
US Environmental Protection Agency
Main Office Line: 202-564-8040

Message

From: Wilcox, Jahan [wilcox.jahan@epa.gov]
Sent: 4/1/2018 7:57:35 PM
To: Jackson, Ryan [jackson.ryan@epa.gov]; Ferguson, Lincoln [ferguson.lincoln@epa.gov]
Subject: UPDATED ...

Ex. 5 Deliberative Process (DP)

From: EPA Press Office [mailto:press=epa.gov@cmail20.com] **On Behalf Of** EPA Press Office
Sent: Sunday, April 1, 2018 3:54 PM
To: Wilcox, Jahan <wilcox.jahan@epa.gov>
Subject: RE: Story for Monday (posting Sunday) in NYT re Williams & Jensen and Mr. Pruitt. Response needed by 3 p.m.
April 1 2018 - Preview

This Response Is Also Available At www.epa.gov.

Mr. Lipton - here is EPA's response to your questions.

Ex. 5 Deliberative Process (DP)

If you honestly wanted answers to your questions, you wouldn't have sent them to us at 1:00 PM with a 3:00 PM deadline on Easter Sunday.

EPA SENIOR CAREER COUNSEL FOR ETHICS, JUSTINA FUGH: “I don’t conclude that this is a prohibited gift at all. It was a routine business transaction and permissible even if from a personal friend.” (March 29, 2018)

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Washington, D.C. 20004



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Message

From: Jackson, Ryan [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=38BC8E18791A47D88A279DB2FEC8BD60-JACKSON, RY]
Sent: 4/1/2018 7:28:44 PM
To: Wilcox, Jahan [wilcox.jahan@epa.gov]
Subject: Re: FINAL APPROVAL DRAFT: Sorry for the emails.

Ex. 5 Deliberative Process (DP) Not complex.

Ryan Jackson
Chief of Staff
U.S. EPA

Ex. 6 Personal Privacy (PP)

On Apr 1, 2018, at 3:19 PM, Wilcox, Jahan <wilcox.jahan@epa.gov> wrote:

LINK: <http://createsend.com/t/d-10584A0EC6F0AA142540EF23F30FEDED>

From: EPA Press Office [mailto:press=epa.gov@cmail20.com] **On Behalf Of** EPA Press Office
Sent: Sunday, April 1, 2018 3:19 PM
To: Wilcox, Jahan <wilcox.jahan@epa.gov>
Subject: RE: Story for Monday (posting Sunday) in NYT re Williams & Jensen and Mr. Pruitt. Response needed by 3 p.m. April 1 2018 - Preview

This Response Is Also Available At www.epa.gov.

Mr. Lipton - here is EPA's response to your questions.

Ex. 5 Deliberative Process (DP)

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EPA SENIOR CAREER COUNSEL FOR ETHICS, JUSTINA FUGH: "I don't conclude that this is a prohibited gift at all. It was a routine business transaction and permissible even if from a personal friend." (March 29, 2018)

=====

<!--[if !vml]--><image001.png><!--[endif]-->

U.S. Environmental Protection Agency
1200 Pennsylvania Avenue Northwest
Washington, D.C. 20004



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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 7 2018

OFFICE OF
ENFORCEMENT AND
COMPLIANCE ASSURANCE

MEMORANDUM

SUBJECT: Addendum to Request for Ratification of Unauthorized Commitment dated November 19, 2017

FROM: Mark F. Badalamente, Senior Resource Official
Office of Enforcement and Compliance Assurance

TO: Keith A. Stewart, Director
Headquarters Procurement Operations Division

This memorandum provides an update of events that have occurred since the subject request was transmitted to you in November 2017.

Background

The November 19, 2017 memorandum requested ratification to cover payment for the purchase and installation of a new front door to the property at 223 C Street, N.E., due to a high-level security incident on March 29, 2017 involving the Administrator's Protection Services Detail (PSD). Because of this unforeseen emergency incident, the residence, specifically the front door, was breached. The cost to replace the broken door was \$2,460.00. The work was performed by CR8 Construction LLC, and the invoice from this vendor was attached as part of the ratification request.

Update of Events

Since the original request for ratification was submitted, we have discovered that CR8 Construction LLC has already been paid by Delbe Management Company, the firm that manages the property where the breach took place. This came to light when the Contract Specialist working on the ratification action notified OCEFT that she was encountering a problem with processing the action. The CR8 Construction LLC kept telling her that it was already paid for the work. Because of this, the Contract Specialist recommended that OCEFT contact the vendor to help reconcile the discrepancy. During a call to the vendor by the program on February 8, 2018, CR8 Construction LLC verified that it had been paid by the Delbe Management Company. Delbe Management Company in turn is seeking reimbursement. This addendum is being submitted in order that Delbe Management Company can be reimbursed for payment it made to CR8 Construction LLC.

If you have questions or need additional information, please contact Henry Barnet, Director, Office of Criminal Enforcement, Forensics and Training (OCEFT), at (202) 564-2480.

Attachments

cc: Henry Barnet, Director, OCEFT
Pam Mazakas, Deputy Director, OCEFT

Approving Official Review:

() Approved () Disapproved

Keith A. Stewart, Director
Headquarters Procurement Operations Division

Date



INVOICE

March 1, 2018

Attn: John Mickel EPA;

As you are aware the front door of 223 C Street NE, Washington DC, 20002 was breached by your office on or around May 8th 2017 due to a perceived medical emergency. CR8 Construction LLC arrived shortly after and shored up the area, later on they replaced the glass vestibule door. Due to time the association went ahead and reimbursed the vendor \$2,460.00 directly for the repairs. (Check #100083 posted on November 9, 2017).

We're now requesting payment from the EPA in the amount of \$2,460.00. I've spoken with our office we are unable to process a charge card; we can only accept reimbursement from EPA by check. Please confirm receipt of this email and also confirm when payment is to be expected.

Please make the check payable to:
Court Condominium
4200 Wisconsin Ave NW, Suite 500
Washington DC, 20016

If you have any questions please feel free to contact my office directly.

Sincerely,

A handwritten signature in black ink, appearing to read "John Cavanaugh", written over a horizontal line.

John Cavanaugh
Portfolio Manager Court Condominium
202 237-0187
jcavanaugh@delbe.com

DELBE REAL ESTATE COMPANY, INC.

4200 WISCONSIN AVE, NW - SUITE 500 - WASHINGTON, DC 20016
TELEPHONE: (202) 237-0187 - FACSIMILE: (202) 237-0348 - WEBSITE www.delbe.com



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

NOV 19 2017

OFFICE OF
ENFORCEMENT AND
COMPLIANCE ASSURANCE

MEMORANDUM

SUBJECT: Request for Ratification of Unauthorized Commitment

FROM: Mark F. Badalamente, Senior Resource Officer
Office of Enforcement and Compliance Assurance

TO: Keith A. Stewart, Director
Headquarters Procurement Operations Division

This memorandum requests your ratification to cover payment for the purchase and installation of a new front door to the property at 223 C Street, N.E., due to a high-level security incident on March 29, 2017 (specific details describing the cause of the security breach cannot be disclosed due to individual privacy concerns). Because of this unforeseen emergency incident, the residence, specifically the front door, was breached. The cost to remove debris from the broken door, locate, purchase and install a special-order door to match the neighboring door style, and install it with the new hardware, was \$2,460.00.

The security breach involved EPA's Protection Services Detail (PSD) agents. PSD, like all federal agents, are law enforcement officers charged with protecting public safety. PSD work is focused on the safety and security of the EPA Administrator as he conducts activities in support of EPA's mission. In this environment, the potent exists for incidents to arise that place the Administrator in harm's way. This can be caused by threats directed towards the Administrator, or by issues that occur in locations and events the Administrator is attending. Such incidents might involve fire, natural disasters, active shooters, medical emergencies, and disorders caused by civil disobedience. Lastly, a critical element of the PSD work is to plan in advance for each of these scenarios, therefore enabling the PSD to react in a way that ensures the safety of the Administrator and those around him should any of these incidents arises.

The PSD agents, as well as their first- and second-line supervisors, have been reminded of the proper procurement approval process, and how an unauthorized commitment results in a financial management vulnerability that can lead to the employee being personally liable. In this particular case, the incident was unavoidable and the purchase action could not have been planned in advance.

The invoice from the vendor is attached as part of this ratification request. If you have questions, please contact Henry Barnet, Director, Office of Criminal Enforcement, Forensics and Training (OCEFT), at (202) 564-2480.

Attachment

CR8 Construction LLC

71 N street NW
Washington DC 20001
Tel: 202 369 0961

May 8, 2017

Invoice #587

SUBMITTED TO:
EPA

Re: 223 C Street NE
Washington DC 20002

Front Door

- Late call out to sweep up and remove debris from broken door
- Locate, purchase and install special order door to match neighbouring door styles
- Rip door and install with new hardware
- Match and purchase paint to match exterior and interior colour schemes
- Prep, prime and finish door

Total \$2,460

We look forward to receiving payment in full at your earliest convenience.

With thanks.

Message

From: Wilcox, Jahan [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=88FD588E97D3405D869BCAE98D391984-WILCOX, JAH]
Sent: 4/2/2018 12:47:03 PM
To: Biesecker, Michael [MBiesecker@ap.org]; Pace, Julie [JPace@ap.org]; Feldman, Carole [CFeldman@ap.org]
CC: Bowman, Liz [Bowman.Liz@epa.gov]; Press [Press@epa.gov]
Subject: RE: Pruitt condo
Attachments: Evaluation of Lease Agreement2018-03-30-152600.pdf

See attachment along with the two statements below.

“As EPA career ethics officials stated in a memo, Administrator Pruitt’s housing arrangement for both himself and family was not a gift and the lease was consistent with federal ethics regulations.” – EPA spokesman, Jahan Wilcox

“I don’t conclude that this is a prohibited gift at all. It was a routine business transaction and permissible even if from a personal friend.” - EPA Career Senior Counsel for Ethics, Justina Fugh (03/29/18)

From: Biesecker, Michael [mailto:MBiesecker@ap.org]
Sent: Sunday, April 1, 2018 7:54 PM
To: Wilcox, Jahan <wilcox.jahan@epa.gov>; Pace, Julie <JPace@ap.org>; Feldman, Carole <CFeldman@ap.org>
Cc: Bowman, Liz <Bowman.Liz@epa.gov>; Press <Press@epa.gov>
Subject: Re: Pruitt condo

Jahan,

Please provide on-the-record responses to the following

- 1) On what basis is EPA determining that \$1,500 a month is a market rate for a two bedroom in that neighborhood?
- 2) Since Administrator Pruitt was only paying for nights he occupied the unit, did his actual payments total \$1,500 for any of the months included in the six month rental period?
- 3) Did Administrator Pruitt or his daughter make additional payments to cover her use of the second bedroom?
- 4) Did EPA pay for the the use of the downstairs unit in the building by the administrator’s security detail, or was that also covered by Pruitt’s \$50 a night?
- 5) Did EPA pay for security enhancements to the property (Electronic locks on doors, surveillance camera on the front of the building, etc.)?
- 6) What was the cost of the door and installation after the March 2017 incident where Pruitt’s security detail busted into the unit?
- 7) It does not appear the units at 223 C St have been publicly advertised for rent since the property last sold 5 years ago. How did Administrator Pruitt come to rent the property from the Harts? Did they offer it to him, or did he ask them?

Thanks,

Michael

Thanks,

Michael

Get Outlook for iOS

From: Wilcox, Jahan <wilcox.jahan@epa.gov>
Sent: Friday, March 30, 2018 6:13:44 PM
To: Biesecker, Michael; Pace, Julie; Feldman, Carole
Cc: Bowman, Liz; Press
Subject: RE: Pruitt condo

Wanted to make sure you saw the attached memo and statement from EPA:

“As EPA career ethics officials stated in a memo, Administrator Pruitt’s housing arrangement for both himself and family was not a gift and the lease was consistent with federal ethics regulations.” – EPA spokesman, Jahan Wilcox

From: Biesecker, Michael [<mailto:MBiesecker@ap.org>]
Sent: Friday, March 30, 2018 1:02 PM
To: Bowman, Liz <Bowman.Liz@epa.gov>; Wilcox, Jahan <wilcox.jahan@epa.gov>
Subject: RE: Pruitt condo

Seeking comment once again, including on whether the administrator’s daughter was staying in the second room.

From: Biesecker, Michael
Sent: Thursday, March 29, 2018 3:57 PM
To: 'Bowman, Liz' <Bowman.Liz@epa.gov>; 'Wilcox, Jahan' <wilcox.jahan@epa.gov>
Subject: RE: Pruitt condo

Checking back on this.

From: Biesecker, Michael
Sent: Thursday, March 29, 2018 1:55 PM
To: Bowman, Liz <Bowman.Liz@epa.gov>; Wilcox, Jahan <wilcox.jahan@epa.gov>
Subject: Pruitt condo

Liz, Jahan,

AP will be reporting on administrator Pruitt's occupancy of the condo at 223 C St. NE in Capitol Hill and who owns that property. Can you provide any comment on Pruitt's relationship with the Harts and how he came to live at their property? Also, does he pay a market-rate rent?

This issue is going to receive a high level of scrutiny. I would urge you to provide on the-record comment.

Happy to talk by phone if that is your preference,

Michael



ASSOCIATED PRESS

Michael Biesecker
Investigative Reporter
mbiesecker@ap.org
Twitter: @mbieseck
[Public Key](#)

1100 13 St. NW, Suite 700
Washington, D.C. 20005-4076

T 202-641-9445
M Ex. 6 Personal Privacy (PP)

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"There are only two forces that can carry light to all corners of the globe – the sun in the heavens and The Associated Press down here." – Mark Twain, 1906

"I go with Custer and will be at the death." – AP reporter Mark Kellogg's final dispatch from the Battle of the Little Bighorn, 1876

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From: Wilcox, Jahan [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=88FD588E97D3405D869BCAE98D391984-WILCOX, JAH]
Sent: 3/30/2018 10:04:05 PM
To: Bowman, Jennifer [Jennifer.Bowman@FOXNEWS.COM]; Bowman, Liz [Bowman.Liz@epa.gov]
Subject: RE: Jahan - FOX q about Pruitt EPA security broke down door to lobbyist condo
Attachments: Evaluation of Lease Agreement2018-03-30-152600.pdf

Wanted to make sure you saw the attached memo and statement from EPA:

“As EPA career ethics officials stated in a memo, Administrator Pruitt’s housing arrangement for both himself and family was not a gift and the lease was consistent with federal ethics regulations.” – EPA spokesman, Jahan Wilcox

From: Bowman, Jennifer [mailto:Jennifer.Bowman@FOXNEWS.COM]
Sent: Friday, March 30, 2018 3:31 PM
To: Wilcox, Jahan <wilcox.jahan@epa.gov>; Bowman, Liz <Bowman.Liz@epa.gov>
Subject: Jahan - FOX q about Pruitt EPA security broke down door to lobbyist condo

Jahan or Liz,

Hoping to get some insight on the below reporting – can you confirm this event happened? If nothing else, can you send us the statement from Justina Fugh – about the investigation regarding the condo and its use by Pruitt ? Any background info on how/why the investigation came about?

Thank you!

Jennifer Bowman | White House Producer | Fox News Channel

C: Ex. 6 Personal Privacy (PP) | C2: Ex. 6 Personal Privacy (PP)

<http://abcnews.go.com/Politics/exclusive-pruitts-epa-security-broke-door-lobbyist-condo/story?id=54129080>

Environmental Protection Agency Administrator Scott Pruitt’s protective detail broke down the door at the Capitol Hill condo where he was living, believing he was unconscious and unresponsive and needed rescue, in a bizarre incident last year that the EPA has for months refused to discuss, according to sources and police radio traffic obtained by ABC News.

The incident occurred in the late afternoon on March 29, 2017 at the Capitol Hill address Pruitt was renting, which was co-owned by the wife of a top energy lobbyist. A Capitol Police officer called 911 at the behest of Pruitt’s security detail, which had tried unsuccessfully to reach him by phone, and by banging on the building’s front door, according to police recordings obtained by ABC News.

“They say he’s unconscious at this time,” the 911 operator is told, according to the recordings. “I don’t know about the breathing portion.”

Responding fire units from a Capitol Hill station house mobilized. “Engine three, Medic two respond to unconscious person,” the radio transmission said.

The protective detail then broke down the building's glass-paneled front door and ascended two flights to Pruitt's \$50-a-night bedroom, where two sources tell ABC News he was found groggy, rising from a nap. It is unclear what led to the panic that caused the response. Pruitt declined medical attention, and a police report was never filed.

The EPA eventually agreed to reimburse the condo owner for the damage to the door, a source familiar with the arrangement told ABC News. EPA spokesman Jahan Wilcox did not respond to requests for information on the incident or the reimbursement payments.

The previously unreported incident occurred while Pruitt was living at Capitol Hill condo co-owned by the wife of a top energy lobbyist. Vicki Hart and her husband, lobbyist, J. Steven Hart, both confirmed the events, but neither would say how much the damage to the door cost to repair.

The EPA has since reimbursed Pruitt's former landlord, Vicki Hart, for the cost of the door.

ABC News first reported Thursday that Pruitt had lived in the condo in 2017, during his first six months in Washington. The condo is in a prime location – less than a block from the U.S. Capitol complex – and other apartments in the building complex have rented for as much as \$5,000-a-month, according to a source familiar with a neighboring lease.

The EPA allowed [Bloomberg News](#) to review copies of canceled checks that Pruitt paid to the condo owner. The news outlet reported that the checks show varying amounts paid on sporadic dates -- not a traditional monthly "rent payment" of the same amount each month, according to Bloomberg. In all, Pruitt paid \$6,100 over six months to the limited liability corporation for the Capitol Hill condo co-owned by Vicki Hart, whose husband J. Steven Hart is chairman of a top D.C. lobbying firm and who is registered to lobby for several major environmental and energy concerns.

Two sources told ABC News that Pruitt's daughter also used the apartment in 2017 during her tenure as a White House summer intern.

"The rental agreement was with Scott Pruitt," Vicki Hart told ABC News. "If other people were using the bedroom or the living quarters, I was never told, and I never gave him permission to do that."

The EPA did not respond to requests for comment or clarification on the living arrangement with Pruitt's daughter. McKenna Pruitt, now a law student, could not be reached by phone or email.

Wilcox released a statement from EPA Senior Counsel for Ethics Justina Fugh Friday, saying she did not "conclude that this is a prohibited gift at all. It was a routine business transaction and permissible even if from a personal friend." Wilcox did not say when Fugh reviewed the matter or what led her to look into it.

Bryson Morgan, who is in private practice and served as Investigative Counsel at the U.S. House of Representatives [Office of Congressional Ethics](#), said he thought it raised red flags. "I think it certainly creates a perception problem, especially if Mr. Hart was seeking to influence the agency," Morgan said.

Gift rules prohibit executive branch employees from accepting items of value, Morgan said in an interview prior to the EPA's release of the details. In addition to traditional gifts, those rules apply to favorable terms on a lease.

"It's not just if he is paying market rent," Morgan said. "A short-term lease is expensive. Is he given the ability to end it any day? Is this an arrangement any other person could get on the open market? My assumption would be this situation does not involve the hallmarks of a specific fair market transaction," he said in an interview conducted before the checks were revealed.

The new disclosure comes as [Democrats in Congress](#) are demanding that Pruitt disclose to them more details about his 2017 use of the Capitol Hill home. U.S. Rep. Don Beyer, a Virginia Democrat, called on Pruitt to resign over his failure to disclose the rental deal tied to an energy lobbyist.

"As he has done over and over again, he showed contempt for transparency, ethical guidelines, and the public interest," Beyer said. "Pruitt must resign. If he refuses to do so he should be fired immediately."

Hart is the chairman of lobbying firm Williams and Jensen that lobbies on EPA policies like the Clean Air Act, according to its website. The firm also lobbied on issues related to the export of liquefied natural gas and represented Cheniere Energy Inc., which owned the only active Liquid Natural Gas export plant in the United States at the time.

Pruitt traveled to Morocco last December and the EPA said in a press release that liquid natural gas exports were a topic of discussion during that trip.

Last year, Cheniere Energy Inc. reported paying Hart's firm \$80,000.

Hart's firm specifically lobbied on "issues related to the export of liquefied natural gas (LNG), approval of LNG exports and export facilities." The firm also lists on its website that it lobbies on other EPA policies like the Clean Air Act.

The EPA did not respond to ABC News' questions about whether Hart's lobbying firm had any involvement in arranging meetings during Pruitt's trip to Morocco.

Cheniere Energy spokeswoman Rachel Carmichel told ABC News the company ended its relationship with Hart's firm in December 2017. The spokeswoman went on to say Cheniere

was unaware of the relationship between Pruitt and the lobbyist and had not used Hart's firm to have conversations with the EPA.

Another lobbying client of Hart's, the railroad Norfolk Southern, spent \$160,000 last year on lobbying Congress on "issues affecting coal usage, oil production, and transportation, including EPA regulation."

Norfolk Southern also declined to comment when reached by ABC News.

Craig Holman, an ethics specialist at Public Citizen, a non-partisan watchdog group, wrote to the EPA Inspector General Thursday to request an investigation into the rental arrangement. If the rental arrangement was anything other than a market rate deal, he wrote, "it would at least constitute a violation of the federal statutes and executive branch rules prohibiting gifts to covered officials from prohibited sources."

"Since Administrator Pruitt is already involved in allegations of accepting gifts of travel, the question arises whether a sense of entitlement may have led him to violate the gift rules on this rental arrangement as well," Holman wrote.

The head of the nonprofit watchdog group the Environmental Integrity Project and former EPA Director of Civil Enforcement Eric Shaffer called on the EPA's inspector general and Congress to look into the issue.

"Does this explain why Pruitt flew to Morocco to pitch natural gas exports, which isn't really an EPA concern?" Schaeffer wrote in a statement.

The EPA inspector general's office is aware of the report, according to spokesman Jeff Lagda.

The agency's inspector general is already looking into the cost of Pruitt's travel and whether the agency followed all proper procedures.

Ben Florance

Producer – Fox News Washington

(202) 824-6397 (W) / Ex. 6 Personal Privacy (PP) (C)

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